



**REQUEST FOR PROPOSALS**

**for**

**WEATHERIZATION SERVICE PROVIDER FOR  
JOHNSON-JACKSON-DECATUR-SHELBY-BARTHOLOMEW  
COUNTIES**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
30 South Meridian Street, Suite 1000  
Indianapolis, IN 46204  
<http://www.in.gov/ihcda/>**

**317-232-7777**

**ISSUE DATE: June 16, 2017  
RESPONSE DEADLINE: July 17, 2017, 5:00 PM Eastern Time**

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## **PART 1**

## **SCOPE OF THIS REQUEST**

### **1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)**

The Indiana Housing and Community Development Authority (“IHCDA”) seeks responses from Community Action Agencies and nonprofit organizations that can provide weatherization administrative support and services to Johnson-Jackson-Decatur-Shelby-Bartholomew counties in accordance with IHCDA and the U.S. Department of Energy (“DOE”) guidelines (“Responses”). The organization awarded funding through this RFP will become the permanent weatherization provider for these counties effective as of October 1, 2017 and will receive any future weatherization funding allocated to these counties, unless there are significant deficiencies in the organization’s provision of services under the Weatherization Assistance Program (“WAP”).

### **2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

#### **MISSION STATEMENT**

The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

#### **VISION**

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

#### **OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)**

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

### **Weatherization Overview**

In 2007, the Governor of the State of Indiana, Mitchell E. Daniels, Jr., designated IHCDA as the lead agency for the purpose of carrying out State activities for the Community Service Block Grants (“CSBG”), WAP, and the Energy Assistance Program (“EAP”). IHCDA created the Department of Energy Programs in 2011, which was tasked with overseeing the allocation, implementation and monitoring of the energy programs funded through the DOE, the Community Services Block Grant program the U. S. Department of Health and Human Services (“HHS”) and the Low Income Home Energy Assistance Program (“LIHEAP”) funded through DOE and HHS. In 2013, the programs were moved to the Community Programs Department, which also included Individual Development Accounts, Housing Choice Vouchers and Homeless Prevention Initiatives.

### **Target Population to be Served**

Households earning up to 200% of the Federal Poverty Guidelines are eligible to receive services through WAP. Priority is given to at-risk households, which includes households with a child under the age of 18, a person who is elderly (age 60+), or a person who is disabled. A list of eligible households will be provided to the Awardee in order to facilitate the commitment of funds through the IWAP database wait list.

### **Funding Amounts, Sources and Periods of Availability**

The WAP funds are provided through a grant to the state from the DOE, a portion of the LIHEAP award and from the State LIHEAP program. The Respondent may apply for a single county or any combination of counties in the available service area. The Respondent if chosen (the “Awardee”) will execute a grant agreement with IHCDA for an amount determined by Indiana’s approved allocation formula. Previous funding for the available service area is provided below. Individual county award amounts are available upon request.

- a. DOE Weatherization has a program year of April 1 through March 30. The funding level for 2017 is \$185,963.00
- b. LIHEAP Weatherization has a program year of October 1 through September 30. The funding level for 2017 is \$418,069.00
- c. State LIHEAP has a program year of October 1 through September 30. The funding level for 2017 is \$22,941.00

## **3. SCOPE OF SERVICES**

In this proposal, the Respondent if awarded a contract (“Awardee”) is expected to demonstrate its capacity to provide services and conduct activities that include, but are not limited to: determining client eligibility, conducting client intake, performing energy audit services, weatherizing dwellings, completing and passing final inspections, managing data entry, reporting, and funds/claim submission.

### **A. The Awardee will be charged with providing the following services:**

- a) **Client Outreach:** Awardee must identify households by screening the list of eligible clients and contact those that indicated they are interested in receiving Weatherization measures, this list is list generated by the Energy Assistance Program (“EAP”). Priority must be given to households that include: a child under the age of 18, a person who is elderly (60+), or a person who is disabled. All household verification information must be kept in a secure, confidential client file.
- b) **Building Audit:** Awardee must secure the services of weatherization crews and contractors who meet the criteria set forth in the IHCDA Weatherization Assistance Program Policy and

Procedures Manual, Section 600 Training. <http://www.in.gov/myihcda/weatherization.htm> An initial audit must be conducted for each unit before the Awardee can begin work on a unit and a final inspection is required after completion of that unit. The auditor is required to produce a written report that meets the criteria set forth in the IHCDA Weatherization Assistance Program Policy and Procedures Manual as well as written work orders for any subcontractors used and all other applicable documentation. Before a contractor is paid, the Awardee must ensure that an inspection is completed to verify all work has been completed as recommended in the audit, vendor invoices correspond with the work approved and actually performed, the unit has received proper air sealing, and the mechanical systems are working properly.

- c) **Weatherization of Dwellings:** The Awardee must ensure that proper procedures for weatherization are followed, that each dwelling unit receives the most comprehensive weatherization measures necessary to achieve the greatest level of energy efficiency, and that services were performed in the most cost-effective manner.
- d) **Database Entry & Reporting:** The Awardee must ensure that all costs, activities, energy-saving measures, household information, notes, vendor information, and product information for each job is entered via the IHCDA IWAP software to facilitate reporting outcomes to the IHCDA and DOE.
- e) **Funds Management:** The Awardee must ensure that all financial data and claims meet or exceed the requirements set forth in 2 CFR 200 and the IHCDA Weatherization Assistance Program Policy and Procedures Manual <http://www.in.gov/myihcda/weatherization.htm>
- f) **Claims Submission:** All grant expenditures through the WAP operate on a reimbursement basis. The Awardee must submit properly completed claims and backup documentation to IHCDA at least monthly for reimbursement of costs incurred during the prior month. To access claim submission information please reference the IHCDA Financial Operations Manual. at [https://ihcdaonline.com/AuthorityOnline/Training/Partners\\_Guide\\_to\\_IHCDAOnline.pdf](https://ihcdaonline.com/AuthorityOnline/Training/Partners_Guide_to_IHCDAOnline.pdf)
- g) **Staff & Contractor Training:** The Awardee must ensure that all employees and contractors utilized for the purposes of the WAP are trained through IHCDA and its training partners as specified in the IHCDA Weatherization Assistance Program Policy and Procedures Manual, in Section 600 –Training at <http://www.in.gov/myihcda/weatherization.htm>
- h) **Reporting Requirements for Program & fiscal Data:** The Awardee will be required to enter all required job information into the Indiana Weatherization Assistance Program online tracking software (IWAP) at: <https://ihcdaonline.com/wap/>

**B. Quality Assurance & Evaluation Specifications:**

- a) **Monitoring:** The Awardee is subject to program and technical monitoring for up to one (1) year following the expiration of each grant cycle. Responses to program and technical monitoring reports must be submitted in writing within fifteen (15) business days of receipt of monitoring report and all findings must be remedied as outlined in the monitoring report

**C. OMB Single or Program Specific Audit: Pursuant to 2 CFR 200.501:**

If the Awardee expends \$750,000 or more in federal awards during the Awardee's fiscal year it must submit its single or program specific audit to IHCDA within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit. If the Awardee expends less than \$750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCDA within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

4. **RFP TIMELINE**

July 17, 2017	Proposals are Due
July 18, 2017	Review Team Meeting
July 26, 2017	Open for Public Comment
August 11, 2017	Public Hearing
August 16, 2017	Board Notification of Selection (Board Memo)
August 24, 2017	Board Reviews Recommendations (Board Meeting)
August 25, 2017	Respondents Notified of Funding Decision
October 1, 2017	Contract start date

## PART 2

## RFP PROCESS

### 1. SELECTION PROCESS

All for profit or not for profit entities, as established by Indiana statutes, are eligible to respond to this RFP ("Respondent"). Eligible respondents must be in good standing with IHCD, the state of Indiana, and the federal government.

Evaluation of all qualifications will be completed by IHCD. Respondent must also be responsive and responsible as described in Section 2, and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCD.

### 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondents must meet the following minimum requirements to be deemed responsive to this RFP.

#### **Eligible Entity**

To be considered for an award, RFP respondent ("Respondent") must meet the following federal guidelines for sub-grantees set forth in 10 CFR 440.15. If Respondent does not meet *all* of the requirements in 10 CFR 440.15 for a sub-grantee (listed below) it should not respond to this RFP. The Respondent will be evaluated according to the criteria listed below. Information provided by Respondent and any public comments received will be considered in the selection period.

- a. Each sub-grantee is a CAA or other public or nonprofit entity;
- b. Each sub-grantee is selected on the basis of public comment received during a public hearing conducted pursuant to 10 CFR 440.14(a) and other appropriate findings regarding:
  1. The sub-grantee's experience and performance in weatherization or housing renovation activities;
  2. The sub-grantee's experience in assisting low-income persons in the area to be served; and
  3. The sub-grantee's capacity to undertake a timely and effective weatherization program.
- c. In selecting a sub-grantee, preference is given to any CAA or other public or nonprofit entity which has, or is currently administering, an effective program under 10 CFR 440 or under title II of the Economic Opportunity Act of 1964, with program effectiveness evaluated by consideration of factors including, but not necessarily limited to, the following:
  1. The extent to which the past or current program achieved or is achieving weatherization goals in a timely fashion;
  2. The quality of work performed by the sub-grantee;
  3. The number, qualifications, and experience of the staff members of the sub-grantee; and
  4. The ability of the sub-grantee to secure volunteers, training participants, public service employment workers, and other Federal or State training programs.
- d. Weatherization funds must be allocated to the entities selected in accordance with this section, such that funds will be allocated to areas on the basis of the relative need for a weatherization project by low-income persons.
- e. Any decision to add a new or additional sub-grantee shall be open for public comment and reviewed at a hearing in accordance with 10 CFR 440.14(a) and upon the basis of the criteria in this section.

- f. IHCDCA may terminate financial assistance under a sub-grantee agreement for a grant period only in accordance with established IHCDCA procedures that provide to the sub-grantee appropriate notice of IHCDCA's reasons for termination and afford the sub-grantee an adequate opportunity to be heard.

### **3. QUALIFICATIONS EVALUATION CRITERIA**

The following will be IHCDCA's primary consideration in the selection process:

1. Compliance with requirements of this RFP.
2. An assessment of the Respondent's ability and capacity to deliver the indicated service in accordance with the specifications set out in the RFP.
3. Experience of the Respondent administering WAP or a similar program
4. Past award performance, including history of complying with guidelines and regulations, achieving WAP goals or benchmarks in a timely manner, and quality of work performed and services provided.
5. Demonstrated understanding of Indiana's Weatherization Program, DOE and IHCDCA's regulations as outlined within Indiana's State Plan and Section 600 of Indiana's Weatherization Policy and Procedures Manual and proposed strategy for management and delivery of WAP.

### **4. RESPONSIBLE RESPONDENT REQUIREMENTS**

IHCDCA shall not award any contract until the selected respondent, has been determined to be responsible. A responsible respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDCA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.



## 5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in **Section 2 of Part 2** of this RFP, entitled “**Minimum Requirements/Responsive Respondent**”. Therefore, Respondent must review **Section 2 of Part 2** of this RFP very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

### 1. **Experience of Project and Administrative Staff**

Respondent must provide names (if possible), titles, responsibilities, and resumes of staff responsible for administering WAP. Identify the primary point of contact for this proposal (no more than 3 pages).

### 2. **Budget and Narrative**

The Respondent must submit a sample budget template based upon the instructions provided and the award amount provided in Attachment 1.

The Respondent should describe all of the following expenses: administrative staffing, equipment and supplies, insurance, and financial audit expenses.

### 3. **Experience and Fitness of Organization**

Respondent must include a brief summary of organizational experience and expertise in administering a weatherization program or a similar program including the Respondent’s proposed strategy for management and delivery of WAP services. Also include the items listed below:

- a. A copy of the Respondent’s Certificate of Existence issued by the Indiana Secretary of State.
- b. Copies of relevant organizational certifications, designations, licensures.
- c. Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE) designations, if any (no more than 5 pages).

### 4. **References**

Respondent must provide copies of two monitoring letters or two OMB Single or Program Specific Audits formerly referred to as A-133 audits dated within the last two years that can demonstrate the Respondent’s capacity to administer a federal program, if Respondent has not administered an IHEDA-funded program within in the past 12 months.

### 5. **Meaningful Access to Limited English Proficient Persons**

Please describe the measures the Respondent will take or is taking to ensure that its services and programs are accessible to persons with limited English proficiency (this should include outreach and accommodations for persons with limited English proficiency).

## **6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Andy Hoff  
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anhoff@ihcda.in.gov

**The deadline for submission is July 17, 2017 at 5:00 PM Eastern Time.**

Applications that do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

## PART 3

## TERMS AND CONDITIONS

### 1. STATE POLICIES

1. **ETHICAL COMPLIANCE:** By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
2. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
3. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
4. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
  - A. The RFP.
  - B. A list of all vendors who received the RFP.
  - C. The name and address of each respondent.
  - D. The amount of each offer.
  - E. A record showing the following:
    - a. The name of the successful respondent.
    - b. The dollar amount of the offer.
    - c. The basis on which the award was made.
  - F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
    - a. trade secrets;
    - b. manufacturing processes;
    - c. financial information not otherwise publicly available; or

- d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

5. **TAXES, FEES AND PENALTIES:** By submitting a proposal respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDCA of any such actions.
6. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select respondent. Further, IHCDCA reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.
7. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
  - a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
  - b. Unfair competition or conflict of interest in the decision-making process;
  - c. An illegal, unethical or improper act; or
  - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDCA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

## 2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **3. RFP TERMS AND CONDITIONS**

This request is issued subject to the following terms and conditions:

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDa expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDa reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDa reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.

- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCD A may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCD A unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCD A reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCD A upon submission and will not be returned to the Respondent.
- K. IHCD A reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
  - i. The Respondent understands that IHCD A will enter into contract preparation activities with the respondent whose RFP appears to be the most advantageous to IHCD A. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
  - ii. Cease all activities with that respondent.
  - iii. Begin contract preparation activities with the next highest ranked respondent.
- M. A copy of IHCD A's most recent Award Agreement Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCD A's Award Agreement Boilerplate and the understanding that such Boilerplate is non-negotiable.

<<TYPE SERVICE>>

#### 4. QUALIFICATION COVER SHEET

Name of Individual,  
Firm or Business:

Address:

Phone Number:  
Fax Number:  
Web Site Address:

QUALIFICATION  
Contact Person:

Title:  
Email Address:  
Phone:

Contract Signatory  
Authority:

Title:



## INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

### 5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I \_\_\_\_\_ am the \_\_\_\_\_ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm name: \_\_\_\_\_

## Attachment 1:

### DOE WEATHERIZATION ASSISTANCE PROGRAM 2017-2018

#### Budget Instructions: IHCD

#### BUDGET NOTES AND EXPLANATION OF LINE ITEMS (Updated 1/11/17):

#### **ESTIMATED AWARD AMOUNT: \$179,843.00**

- .1 **ADMINISTRATION:** Grant related administration including: *fiscal, executive, support operations, rent and utilities, supplies, copying, etc.* This applies to staff engaged in program administration.

For funding associated with the 2017 DOE program year, Awardee may allocate up to seven percent (7%) of total amount of funding claimed and expended during the DOE 2017 program year to the Activity Description entitled "Administration". Awardee's total grant amount expended and claimed for "Administration" line item cannot exceed amount designated on the budget form.

- .2 **LIABILITY INSURANCE:** Insurance coverage is comprehensive general liability insurance coverage in the minimum amount of \$750,000.00 covering the risks related to the property and personal liability claims of other parties against the insured party. Liability insurance may include a Pollution Occurrence Rider.

- .3 **FISCAL AUDIT:** The cost of obtaining an independent fiscal audit. The amount charged is based upon Awardee cost allocation plan.

- .4 **BASE PROGRAM OPERATIONS:** are direct costs and include the following:

#### **Program costs per house may not exceed \$7,000.00- SEE NOTE BELOW**

**Awardee Labor Costs:** includes compensation of employees whose time and effort is directly involved in material installation, general office support, such as, but not limited to, crewmembers, auditors, building analysts, coordinators, and support staff. **Where employees work on multiple activities, a distribution of their salaries or wages must be supported by equivalent documentation of the activity percentage of work by the employee.**

**Contracted Labor:** Cost of professional services rendered by persons who are members of a particular profession or possess a special skill who are not members of the Awardee.

**Non-labor Program Support:** includes direct costs of rent and utilities for Awardee labor, advertising, consumable supplies, office equipment, furnishings, and computer equipment. Purchases charged will be at their actual prices after deducting all cash discounts, trade reimbursements, discounts or rebates and allowances.

**Materials:** Costs of installed materials by Awardee and contracted labor.

**Material Handling:** Actual costs including Warehousing Facility Costs such as leases, utilities and security. Transportation costs associated with material delivery, staff transportation to the work sites, vehicle maintenance and depreciation. Direct costs of staff including salaries, purchases etc., whose tasks involve Inventory control. **Where employees work on multiple activities, a distribution of their salaries or wages must be supported by equivalent documentation of the activity percentage of work by the employee**

**Manufacturing of Weatherization Equipment:** direct costs of manufactured weatherization items subject to a unit cost of \$1,000 dollars per item or prior approval from state.

.5 **HEALTH AND SAFETY:** Health and safety activities are defined as activities that eliminate hazards aggravated or caused by the installation of weatherization measures. These activities include all combustion appliances in a home. Combustion appliances and combustion gases, as noted by DOE in Weatherization Program Notice 02-5, "pose the most serious hazard found in homes." Dealing with combustion gases in the home may require changing or repairing the venting on the appliance, or replacement of the water heater, furnace or space heater. Allowable costs can be for the evaluation, repairs, and/or replacement of the water heater, furnace or space heater.

For funding associated with the 2017 DOE program year, Awardee may allocate up to twenty percent (20%) of total amount of BASE expended during the DOE 2017 program year to the Activity Description entitled "Health and Safety". Awardee's total grant amount expended and claimed for "Health and Safety" line item cannot exceed amount designated on the budget form.

The Awardee shall administer its program to comply with the following benchmarks as identified in its approved Budget:

Complete Fifteen percent (15%) of yearly production by close of first quarter;

Complete Thirty percent (30%) of yearly production by close of second quarter;

Enter the number of homes you foresee completing in each month. Enter the total number of homes to be completed and the average cost per home will calculate for you.



PERSON COMPLETING FORM:

ORIGINAL ( X ) YES

AMENDMENT \$ MODIFICATION \$

Please complete the non-shaded areas on this form

**SEE BUDGET EXPLANATIONS IN POLICY AND PROCEDURES MANUAL  
PREPARE A BUDGET FORM FOR EACH PROGRAM YEAR**

**GRANTEE INFORMATION**

<b>Agreement No: WX-017-</b>				<b>Program</b>	
				DOE	
<b>Grantee Name:</b>				<b>DUNS Number</b>	
<b>Address (Number, Street)</b>					
<b>Address (PO Box Number)</b>				<b>Expiration of Agreement</b>	<b>Program Year</b>
				3/31/2018	2017-2018
<b>City, State, and ZIP Code+ Four (00000-0000)</b>					
<b>LINE ITEM: ACTIVITY DESCRIPTION:</b>				<b>DOLLAR AMOUNT:</b>	
.1	<b>ADMINISTRATION (not to exceed 7% of grant amount expended)</b>			\$DIY/0!	\$0.00
.2	<b>LIABILITY INSURANCE</b>				\$0.00
.3	<b>FINANCIAL AUDIT COSTS</b>				\$0.00
		<b>Total Projected Number of Homes</b>	<b>Per Home (7,000.00)</b>		
.4	<b>BASE PROGRAM OPERATIONS</b>				\$0.00
		Jun-17	Oct-17		
	15% of Total Projects	N/A for 2017 PY	15% of Total Projected	0	
.5	<b>HEALTH &amp; SAFETY (not to exceed 20% of Base Program Operations expended)</b>			\$DIY/0!	\$0.00
<b>FILL IN ALL APPLICABLE BOXES AND SECURE SIGNATURE BELOW</b>					
<b>RETURN WITH YOUR AGREEMENT .</b>				<b>TOTAL DOLLARS</b>	<b>\$0.00</b>
This is to certify that I have reviewed this budget form and all proposed expenditures are properly allocable to the Federal award and any indirect costs budgeted in this form will not be treated as direct costs when claimed.					
<b>Signature of Agency Executive Director or designee</b>				<b>DATE</b>	
<b>Signature of Agency Program Manager (review required)</b>					
<b>Signature of IHCD Community Program Analyst or designee</b>					
<b>Signature of IHCD of Weatherization Community Programs Manager</b>					